

### Remarks

The above Amendments and these Remarks are in reply to the outstanding Office Action mailed March 25, 2004 ("Office Action"). Claims 1, 5, 7-8, 15-16, 18, 23, 26 and 27 are presently amended.

An Information Disclosure Statement is concurrently filed herewith. The Examiner is respectfully requested to review the cited art and return the initialed form indicating such in the next USPTO communication.

Claim 27 is rejected under 35 U.S.C. §101 because the claimed invention is directed to non-statutory subject matter.

Claims 1, 2, 4-6, 9-17, 23, 24 and 27 are rejected under 35 U.S.C. §102(a) as being clearly anticipated by the "RocketCash Targets Teens With Secure E-Commerce" publication, June 1, 1999 ("*RocketCash June 1999*").

Claims 1-3, 18-22 and 25 are rejected under 35 U.S.C. §103(a) as being unpatentable over *RocketCash June 1999* in view of U.S. Patent No. 6,016,504 ("*Arnold*").

Claims 7, 8 and 26 are rejected under 35 U.S.C. §103(a) as being unpatentable over *RocketCash June 1999* in view of the "RocketCash™ Gives Teens Complete E-Commerce Freedom, Allows Kids to Open Free Online Spending Accounts Without Parent Credit Cards" publication, October 5, 1999 ("*RocketCash October 1999*").

#### I. Rejection of Claim 27 Under 35 U.S.C. §101

Claim 27 is rejected under 35 U.S.C. §101 because the claimed invention is directed to non-statutory subject matter.

As suggested by the Examiner, claim 27 has been amended to "a computer readable medium storing computer readable code executable by a computer...".

Accordingly, it is respectfully requested that the Examiner withdraw the rejection of claim 27 under 35 U.S.C. §101.

#### II. Rejection of Claims 1, 2, 4-6, 9-17, 23, 24 and 27 under 35 U.S.C. §102(a)

Claims 1, 2, 4-6, 9-17, 23, 24 and 27 are rejected under 35 U.S.C. §102(a) as being clearly anticipated by *RocketCash June 1999*.

In rejecting claim 1, 2, 4-6, 9-17, 23, 24 and 27 the Examiner stated:

The addition of the RocketCash pay information to the purchase order comprises adding information to the purchase information that is transferred to the merchant. Calling for the additional information to include promotional information or a key value or for the identification value to be particular a card number are only statements of intended use. Office Action, page 3.

Applicant's attorney respectfully disagrees. First, claim 1 (as well as similar limitation in independent claims 15, 23 and 27) calls for "adding promotional information, by the associate processing device, to the purchase information responsive to the user identification value." This is an express limitation of claim 1 that should be given equal weight as other limitations in the claims. This limitation is not "only statements of intended use," but an affirmative limitation of claim 1. "[A]dding" is a particular action, and not an intended use.

Second, the Examiner has not identified "a user identification value" taught by *RocketCash June 1999*.

Third, the Examiner has not identified where *RocketCash June 1999* teaches the "adding...responsive to the user identification value." (Emphasis added). Also, claim 27 further calls for "to provide a merchant Web site responsive to the user identification value..." (Emphasis added) which is not taught or suggested by *RocketCash June 1999*. Likewise, this limitation of claim 27 is not "only statements of intended use" and calls for "to provide a merchant Web sit responsive to the user identification value..."

Nevertheless, Claim 1 has been amended by adding "converting the user identification value to a promotional value." Support for this element is found at least at pages 12-13, 16-17 and 19 of the present Specification. *RocketCash June 1999* does not teach or suggest this limitation.

Claim 9 calls for "wherein the associate processing device includes a data base having a relation between the promotional information and the user identification value." The Examiner has not identified where this limitation is taught in the cited art.

Claim 10 calls for "wherein the promotional information includes a plurality of key values associated with the first merchant." The Examiner has not identified where this limitation is taught in the cited art.

Claim 11 calls for "wherein the promotional information and the purchase information is a payment page with redacted promotional information." The Examiner has not identified where this limitation is taught in the cited art.

Claim 12 calls for “wherein the associate processing device calculates a breakage value.” The Examiner has not identified where this limitation is taught in the cited art.

Claim 16, depending from independent claim 15, has also been amended to clearly state “the promotional information includes a discount value associated with the promotional information to be added to a price of the product in the purchase information.” Support for this limitation is found at least at page 16 of the present Specification.

Further, claims 2, 4-6, 9-14, 16-17 and 24 depend from independent claims 1, 15 and 23 and are patentable for at least similar reasons stated above in regard to the independent claims.

Accordingly, it is respectfully requested that the Examiner withdraw the rejection of claims 1, 2, 4-6, 9-17, 23, 24 and 27 under 35 U.S.C. §102(a).

### III. Rejection of Claims 1-3, 18-22 and 25 under 35 U.S.C. §103(a)

Claims 1-3, 18-22 and 25 are rejected under 35 U.S.C. §103(a) as being unpatentable over *RocketCash June 1999* in view of *Arnold*.

In rejecting claim 1-3, 18-22 and 25, the Examiner stated *RocketCash June 1999* discloses “all the features of the applicant’s claimed invention except framing the merchant’s web site with information from the associate.” Office Action, page 5.

The Applicant’s attorney respectfully disagrees. As stated above, *RocketCash June 1999* does not teach or suggest “adding promotional information....to the purchase information responsive to the user identification value;” as called for in claim 1. Further, claim 1 has been amended to include: “converting the user identification value to a promotional value” which is not taught or suggested by *RocketCash June 1999* or *Arnold*, singly or in combination.

Claims 2 and 3 depend from independent claim 1 and are patentable for at least similar reasons stated above in regard to claim 1.

Claim 18 calls for “a purchase form.” In particular, claim 18 calls for “the associate computer provides promotional information for the purchase form responsive to the user identification value before transferring an edited purchase form to the merchant computer.” This limitation is not taught or suggested by *RocketCash June 1999* or *Arnold*, singly or in combination.

Claim 25 depends from independent claim 23 and is patentable for at least similar reasons stated above in regard to claim 25.

Accordingly, it is respectfully requested that the Examiner withdraw the rejection of claims 1-3, 18-22 and 25 under 35 U.S.C. §103(a).

IV. Rejection of Claims 7, 8 and 26 Under 35 U.S.C. §103(a)

Claims 7, 8 and 26 are rejected under 35 U.S.C. §103(a) as being unpatentable over *RocketCash June 1999* in view of *RocketCash October 1999*.

In rejecting claims 7, 8 and 26, the Examiner stated *RocketCash June 1999* discloses “all the features of the applicant’s claimed invention except obtain a value card. [*RocketCash October 1999*] publication discloses that the RocketCash system can print gift certificates that shoppers use for cash at the RocketCash web site.” Office Action, page 6.

The Applicant’s attorney respectfully disagrees. As stated above, *RocketCash June 1999* does not teach or suggest “adding promotional information....to the purchase information responsive to the user identification value;” as called for in claim 1. Further, claim 1 has been amended to include: “converting the user identification value to a promotional value” which is not taught or suggested by *RocketCash June 1999* or *RocketCash October 1999*, singly or in combination. Claims 7 and 8 depend from independent claim 1 and therefore are patentable for at least similar reasons stated above in regard to claim 1.

Further, amended claim 7 calls for “obtaining ...a card ...associated with a purchased product package...” (Emphasis added.) Support for this amendment is found at least at page 29 of the present Specification. *RocketCash October 1999* does not teach this limitation, but merely teaches printing gift certificates as stated by the Examiner.

Claim 26 depends from claim 23 and therefore is patentable for at least similar reasons as described above in regard to claim 23.

Accordingly, it is respectfully requested that the Examiner withdraw the rejection of claims 7, 8 and 26 under 35 U.S.C. §103(a).

V. Art Made of Record and Not Relied Upon

Applicant’s attorney has reviewed the art made of record and not relied upon -- “RocketCash and Cybergold Empower Teens to Earn Money and Shop Online”, PR Newswire, March 7, 2000 -- and believes this art is no more relevant than the art relied upon by the Examiner.

VI. Conclusion

Based on the above amendments and these remarks, reconsideration of claims 1-27 is respectfully requested.

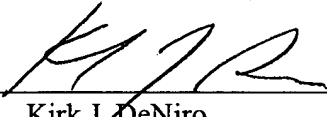
The Examiner's prompt attention to this matter is greatly appreciated. Should further questions remain, the Examiner is invited to contact the undersigned attorney by telephone.

The Commissioner is authorized to charge any underpayment or credit any overpayment to Deposit Account No. 501826 for any matter in connection with this response, including any fee for extension of time, which may be required.

Respectfully submitted,

Date: September 27, 2004

By: \_\_\_\_\_

  
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